

STATEWIDE TERM CONTRACT FOR LOW-SPEED ELECTRIC VEHICLES (LSVs)

The State is pleased to introduce our second statewide term contract for low-speed electric vehicles (LSVs). These vehicles have much of the same functionality as conventional internal combustion vehicles without using any gasoline or motor fuel. They are street legal on roads with posted speed limits up to 35 mph and are limited by law to maximum speeds of 25 mph. They are useful for a multitude of purposes, including campus supervision, grounds maintenance, parking meter enforcement, personal transportation, light duty hauling, and many others. LSVs found on this contract conform to all federal standards and state laws.

Customers who purchase off this contract or may be interested in doing so in the future are STRONGLY ENCOURAGED to communicate with the procurement manager during the contract term. The LSV market is rapidly evolving. The State expects that new LSV models will be introduced and improvements will be made to contract vehicles. It is for this reason that we have added two new vehicle types to this contract. The State intends for this contract to evolve along with the market. MMO will strive to meet current and future needs of all customers.

The initial term of this contract is fixed for one year. There is one option to renew for an additional year. MMO will decide whether or not to renew this contract for the second year based on customer feedback and market analysis performed during the first 6-8 months of this contract.

Initial Contract Period: June 04, 2013 – June 03, 2014
Maximum Contract Period: June 04, 2014 – June 03, 2015

Because LSVs are defined by state law as motor vehicles, purchases by state agencies must be routed through State Fleet Management. Please see the contract terms and conditions or contact State Fleet for more information.

CONTRACT ITEMS – Click on links to be taken to contract page:

1. [Base Model LSV](#)
2. [LSV Dump Truck with Hydraulic Dumper](#)
3. [LSV Utility Truck with Cargo Bed and Fold-Down Tailgate \(Short Bed\)](#)
4. [LSV Utility Truck with Cargo Bed and Fold-Down Tailgate \(Long Bed\)](#)
5. [LSV with Lockable Box with Shelves \(Short Bed\)](#)
6. [LSV with Lockable Box with Shelves \(Long Bed\)](#)
7. [Four \(4\) Passenger LSV with Rear Lockable Trunk](#)

[CLICK HERE FOR STATE STANDARDIZED LSV SPECIFICATIONS](#) (Additional specs unique to each vehicle are referenced on the corresponding contract sheet.)

[CLICK HERE FOR CONTRACT TERMS AND CONDITIONS](#)

[CLICK HERE FOR AMENDED SOLICITATION DOCUMENT](#)

BASE MODEL LSV

Additional Specifications Unique to this Line Item:

- a. Tire Size – 145/70R12

Contract #: 4400006734

Contractor: Star EV
378 Neely Ferry Rd
Simpsonville, SC 29680

Contact: Joe Wallington

Telephone: (864) 553-7150

E-mail: joewallington@jhglobalinc.com

Delivery: 60 Days ARO

Model: Smile

Base Price: \$ 10,200.00

Prices for Supplemental Items:

Strobe Light	\$250.00
Heater	\$375.00
AM/FM Radio with CD Player	\$0.00 Standard Equipment (no charge)

Per mile rate for Mobile Maintenance Services during Warranty period: Free
Per mile rate for Mobile Maintenance Services after Warranty period: \$1.00 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

Note: Like other statewide vehicle contracts, supplemental (optional) items for which prices were not expressly established pursuant to the solicitation may be added to any vehicle at dealer cost plus no more than 10%. The supplemental items shown on the page linked to above are established pursuant to this contract term/condition. Contractor is required to provide proof of its cost and adherence to this rule upon customer request.

LSV DUMP TRUCK WITH HYDRAULIC DUMPER

Additional Specifications Unique to this Line Item:

- a. Must include electric powered hydraulic cylinder dump bed operated by a 24 volt direct current, 1 horsepower motor.
- b. Minimum load capacity must be at least 900 pounds.
- c. Dimensions of the dumper must be at least 67 inches long and 42 inches wide. Height of the sides must be at least 9 inches.
- d. A Range of 35 miles will be considered for this vehicle.

Contract #: **4400006737**

Contractor: Club Car LLC
PO Box 204658
Augusta, GA 30917

Contact: Ben McElmurray

Telephone: (706) 863-3000 Ext 7160

E-mail: ben_mcelmurray@clubcar.com

Delivery: 45 Days ARO

Model: Club Car Carryall 6 LSV

Base Price: **\$ 14,400.00**

Prices for Supplemental Items:

Strobe Light	\$395.00 includes fuse block
Heater	\$309.00
AM/FM Radio with CD Player	\$500.00

Per mile rate for Mobile Maintenance Services: \$2.50 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

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LSV UTILITY TRUCK WITH CARGO BED AND FOLD-DOWN TAILGATE (Short Bed)

Additional Specifications Unique to this Line Item:

- a. Minimum load capacity must be at least 900 pounds.
- b. Dimensions of the cargo bed must be at least 40 inches in length and 42 inches in width, but cannot exceed 55 inches in length.
- c. Height of the sides must be at least 10 inches.

Contract #: 4400006733

Contractor: GatorMoto Utility Vehicles & More
2426 Mayport Rd.
Atlantic Beach, FL 32233

Contact: Brett Jackrel

Telephone: (239) 896-0415

E-mail: bjackrel@motoelectricvehicles.com

Delivery: 60 Days ARO

Model: Electro Bubble Buddy LSV [Product Code: EBB-2PUSTDHD]

Base Price: \$ 12,420.00

Prices for Supplemental Items:

Strobe Light	\$250.00
Heater	\$295.00
AM/FM Radio with CD Player	\$0.00 Standard Equipment (no charge)

Per mile rate for Mobile Maintenance Services: \$1.00 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

Note: Like other statewide vehicle contracts, supplemental (optional) items for which prices were not expressly established pursuant to the solicitation may be added to any vehicle at dealer cost plus no more than 10%. The supplemental items shown on the page linked to above are established pursuant to this contract term/condition. Contractor is required to provide proof of its cost and adherence to this rule upon customer request.

LSV UTILITY TRUCK WITH CARGO BED AND FOLD-DOWN TAILGATE (Long Bed)

Additional Specifications Unique to this Line Item:

- a. Minimum load capacity must be at least 900 pounds.
- b. Dimensions of the cargo bed must be at least 60 inches in length and 42 inches in width.
- c. Height of the sides must be at least 10 inches.
- d. Extended wheelbase to a minimum 80 inches to accommodate longer box/bed.

Contract #: **4400006738**

Contractor: Club Car LLC
PO Box 204658
Augusta, GA 30917

Contact: Ben McElmurray

Telephone: (706) 863-3000 Ext 7160

E-mail: ben_mcelmurray@clubcar.com

Delivery: 45 Days ARO

Model: Club Car Carryall 6 LSV with Cargo Bed

Base Price: **\$ 13,700.00**

Prices for Supplemental Items:

Strobe Light	\$395.00
Heater	\$309.00
AM/FM Radio with CD Player	\$500.00

Per mile rate for Mobile Maintenance Services: \$2.50 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

Note: Like other statewide vehicle contracts, supplemental (optional) items for which prices were not expressly established pursuant to the solicitation may be added to any vehicle at dealer cost plus no more than 10%. The supplemental items shown on the page linked to above are established pursuant to this contract term/condition. Contractor is required to provide proof of its cost and adherence to this rule upon customer request.

LSV WITH LOCKABLE BOX WITH SHELVES (Short Bed)

Additional Specifications Unique to this Line Item:

- a. Minimum load capacity must be at least 800 pounds.
- b. Dimensions of the box must be at least 40 inches in length, 40 inches in width, and 40 inches in height, but cannot exceed 55 inches in length.
- c. Box must have at least one (1) removable shelf and be able to be locked.

Contract #: 4400006756

Contractor: GatorMoto Utility Vehicles & More
2426 Mayport Rd.
Atlantic Beach, FL 32233

Contact: Brett Jackrel

Telephone: (239) 896-0415

E-mail: bjackrel@motoelectricvehicles.com

Delivery: 60 Days ARO

Model: Electro Bubble Buddy LSV 2 Passenger Delivery
[Product Code: EBB-2PD]

Base Price: \$ 13,896.00

Prices for Supplemental Items:

Strobe Light	\$250.00
Heater	\$295.00
AM/FM Radio with CD Player	\$0.00 Standard Equipment (no charge)

Per mile rate for Mobile Maintenance Services: \$1.00 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

Note: Like other statewide vehicle contracts, supplemental (optional) items for which prices were not expressly established pursuant to the solicitation may be added to any vehicle at dealer cost plus no more than 10%. The supplemental items shown on the page linked to above are established pursuant to this contract term/condition. Contractor is required to provide proof of its cost and adherence to this rule upon customer request.

LSV WITH LOCKABLE BOX WITH SHELVES (Long Bed)

Additional Specifications Unique to this Line Item:

- a. Minimum load capacity must be at least 800 pounds.
- b. Dimensions of the box must be at least 60 inches in length, 40 inches in width, and 40 inches in height.
- c. Box must have at least one (1) removable shelf and be able to be locked.
- d. Extended wheelbase to a minimum 80 inches to accommodate longer box/bed.

Contract #: **4400006735**

Contractor: Star EV
378 Neely Ferry Rd
Simpsonville, SC 29680

Contact: Joe Wallington

Telephone: (864) 553-7150

E-mail: joewallington@jhglobalinc.com

Delivery: 60 Days ARO

Model: STAR-K48-2-L-EB-D

Base Price: **\$ 15,530.00**

Prices for Supplemental Items:

Strobe Light	\$250.00
Heater	\$375.00
AM/FM Radio with CD Player	\$0.00 Standard Equipment (no charge)

Per mile rate for Mobile Maintenance Services during Warranty period: Free
Per mile rate for Mobile Maintenance Services after Warranty period: \$1.00 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

Note: Like other statewide vehicle contracts, supplemental (optional) items for which prices were not expressly established pursuant to the solicitation may be added to any vehicle at dealer cost plus no more than 10%. The supplemental items shown on the page linked to above are established pursuant to this contract term/condition. Contractor is required to provide proof of its cost and adherence to this rule upon customer request.

FOUR (4) PASSENGER LSV WITH REAR LOCKABLE TRUNK

Additional Specifications Unique to this Line Item:

- a. Must be able to seat driver and three (3) passengers comfortably.
- b. Trunk must be able to be locked and must be waterproof.
- c. Minimum load capacity must be at least 800 pounds.

Contract #: **4400006736**

Contractor: Star EV
378 Neely Ferry Rd
Simpsonville, SC 29680

Contact: Joe Wallington

Telephone: (864) 553-7150

E-mail: joewallington@jhglobalinc.com

Delivery: 60 Days ARO

Model: BN48-4P-D

Base Price: **\$ 13,970.00**

Prices for Supplemental Items:

Strobe Light	\$125.00
Heater	\$375.00
AM/FM Radio with CD Player	\$0.00 Standard Equipment (no charge)

Per mile rate for Mobile Maintenance Services during Warranty period: Free

Per mile rate for Mobile Maintenance Services after Warranty period: \$1.00 per mile

[CLICK HERE FOR PRICING FOR OTHER SUPPLEMENTAL ITEMS](#)

Note: Like other statewide vehicle contracts, supplemental (optional) items for which prices were not expressly established pursuant to the solicitation may be added to any vehicle at dealer cost plus no more than 10%. The supplemental items shown on the page linked to above are established pursuant to this contract term/condition. Contractor is required to provide proof of its cost and adherence to this rule upon customer request.

STANDARDIZED SPECIFICATIONS FOR LOW-SPEED VEHICLES

All low-speed electric vehicles (LSVs) sold pursuant to this contract must meet the following minimum specifications. It is the sole responsibility of the contractor(s) to monitor, appropriately adjust for, and notify the procurement manager of any changes to federal requirements prescribed herein. All LSVs must meet the most current version of applicable federal standards and regulations at the time of delivery.

1. FMVSS No. 500:

All items must conform to and include all equipment required by Federal Motor Vehicle Safety Standard Number 500 – low speed vehicles. Section S5 of FMVSS No. 500 is reproduced in italics below for the convenience of state contract customers. **Reproduction of this language does not relieve contractors from responsibility for adhering to the most current version of this standard, should it change during the term of this contract.**

S5. Requirements

- (a) When tested in accordance with test conditions in S6 and test procedures in S7, the maximum speed attainable in 1.6 km (1 mile) by each low speed vehicle shall not be more than 40 kilometers per hour (25 miles per hour).*
- (b) Each low speed vehicle shall be equipped with:*
 - (1) Headlamps*
 - (2) Front and rear turn signal lamps*
 - (3) Tail lamps*
 - (4) Stop lamps*
 - (5) Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear*
 - (6) An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror*
 - (7) A parking brake*
 - (8) A windshield that conforms to the requirements of part 565 Vehicle Identification Number of this chapter*
 - (9) A VIN that conforms to the requirements of part 565 Vehicle Identification Number of this chapter*
 - (10) A Type 1 or Type 2 seat belt assembly conforming to Sec. 571.209 of this part, Federal Motor Vehicle Safety Standard No. 209, Seat belt assemblies, installed at each designated seating position.*

2. **Additional Required Equipment:**

- a. Side rear view mirrors on both sides
 - b. Rearview mirror mounted to interior of vehicle
 - c. Windshield wipers
 - d. Turn/Emergency signal
 - e. Horn
 - f. Amp meter
 - g. Volt meter or Battery indicator
 - h. Speedometer
 - i. Odometer
- NOTE: Items f – i must be easily visible to vehicle operator while operating*
- j. Battery must either be fully sealed or fully encapsulated in a battery box which protects against water, sunlight, dirt, lubricants, or any other foreign substances. It must also prevent acid from leaking out. If a sealed battery is offered, it must be positioned on a tray. **Battery must have a single point watering system.**
 - k. Front and rear shock-absorbing bumpers
 - l. Voltage reducer (to 12 volts) for all accessories
 - m. Vehicle-mounted battery charger (standard 120 voltage)
 - n. Vehicle must be able to maintain minimum speed of 20 mph when fully loaded

3. **Additional Minimum Specifications:**

- a. Motor – 48 volt, 5.5 continuous Horsepower
- b. Battery – 48 volt, 170 amp hours – may be a single battery or multiple batteries joined in a series.
- c. Wheelbase – 63 inches
- d. Tire size – 205/65R10
- e. Wheel type – 10 inch aluminum or steel
- f. Suspension – Leaf spring or independent
- g. Brake system – 4 wheel hydraulic or drum
- h. Load capacity – 440 pounds
- i. Controller power – 400 amps
- j. Dimensions – 91 inch length, 47 inch width, 61 inch height
- k. Ground clearance – 4.75 inches
- l. Top climbing grade – 15 degrees
- m. Range – 40 miles
- n. Must be able to comfortably seat driver and one (1) passenger of average to above average height and build (approximately 6 feet tall and 200 pounds)
- o. Vehicles must be fully enclosed except for dumper or cargo bed (if any)
- p. Doors must be full length, hinged, and made of a hard material. They must be easily removable by the user. No soft-sided enclosures or doors are permitted. Doors must have windows that are clear and provide the driver with an unobstructed view with no distortions.
- q. **The application platform (cargo bed/storage box) must be aluminum rather than steel.**

4. Charging:

All carts must be supplied with at least one (1) charger that can be plugged into a standard 110/120 volt electrical outlet. Maximum time to fully charge LSV battery cannot exceed twelve (12) hours.

5. Supplemental Items:

Pricing must be offered for all supplemental items listed within the individual item specifications.

VII. TERMS AND CONDITIONS -- B. SPECIAL

1. GENERAL:

A. Vehicle Condition - Preparation:

The vehicles shall be new, complete and of the latest model currently in production. The entire vehicle must be properly serviced, oiled, greased and ready for operation.

2. SUPPLEMENTAL ITEMS:

- A. Prices bid for supplemental items must be entered in the bidding schedule and returned with your bid. The State will consider these prices in its overall evaluation of the bid (see Section VI). The right is reserved by the State to reject any bid for which it finds the supplemental item prices not satisfactory (inconsistent or unrealistic when compared with others prices).

IMPORTANT: Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Supplemental items not requested herein, but which may be required by users of this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any supplemental items. [Contractors are required to offer at least the following as supplemental items pursuant to this clause:](#)

- [-- Extended Warranty](#)
- [-- Battery upgrade](#)

[Prices for these supplemental items will not be considered as part of the Award Criteria. Be sure to answer the Attribute questions related to this requirement in the "Attributes at Header Level" screen of the online bidding system.](#)

Additional supplemental items requested as applicable are:

- Chassis Undercoating
- Ladder Racks
- AC Power Option

- B. All supplemental items shall be factory installed unless specified otherwise herein.

- C. The use of supplemental items to change from the originally awarded vehicle to a different vehicle also awarded on contract is not permissible. For example, the use of supplemental items/options to change a short bed model vehicle to a long bed vehicle (or visa versa) is not allowed.

3. DELIVERY:

A. Acknowledgment of Order:

Within three (3) work days of receipt of an order, the contractor shall submit to the receiving agency ("Invoice To" address, from purchase order, "Attention Purchasing Office"), an acknowledgment of order post card per the following format:

ACKNOWLEDGMENT OF ORDER

VEHICLE MAKE & MODEL:

COLOR (Specify All):

QTY:

YOUR PURCHASE ORDER #

REC. ON:

STATE CONTRACT NO.:

FACTORY ORDER NUMBER IS:

PLACED ON

ANTICIPATED DELIVERY, ON OR ABOUT:

PLEASE REFERENCE FACTORY ORDER NUMBER WHEN INQUIRING.

Sincerely,
FLEET MANAGER

B. Location:

Deliveries for state agencies (except Dept. of Education and Dept. of Transportation) must be made to State Fleet Management, Columbia, SC. Exception to the requirement will be considered only in instances covering delivery that may be made through local dealers to a political subdivision in their area, or instructions received from State Fleet Management. Political subdivisions will pick up vehicles at dealership or SFM.

C. Delivery of a vehicle to SFM does not constitute acceptance by the State. The vehicle must be completely inspected by SFM personnel to insure it meets bid specifications prior to final acceptance. If a problem is identified during this inspection, it is the responsibility of the contract vendor to transport the vehicle to the nearest authorized dealer, correct the problem and return it to SFM for a follow-up inspection by the State.

D. Dealer Preparation Facilities: Vehicles are to be prepared (referred to as PDI) by an authorized manufacturer's representative. The representative is to have adequate personnel and equipment to perform all factory required pre-delivery services. The State reserves the right to inspect the dealer preparation facilities to insure that proper equipment and qualified personnel are available to properly perform the necessary dealer preparation functions. **THE CONTRACTOR IS RESPONSIBLE TO HAVE THE PDI PERFORMED BY AN AUTHORIZED FACTORY REPRESENTATIVE AND PROPERLY DOCUMENTED IN THE MANUFACTURER'S AUTOMATED RECORDS.**

4. DEALERS RESPONSIBILITIES PRIOR TO DELIVERY:

- A. Notification:
Vendors should notify State Fleet Management (737-0668) or political subdivisions Twenty Four (24) hours prior to delivery.
- B. Invoicing:
Dealers are instructed to send the invoice to the address that appears in the "Invoice To" column on the purchase order.

- C. Titling and Registration:

Titling and registration for vehicles sold pursuant to this bid shall be completed using one of the following methods, as appropriate:

State Agencies-

Certificate of Origin shall be made to the State of S.C. – (agency's name), 1022 Senate Street, Columbia, SC 29201. A completed, typed South Carolina Department of Motor Vehicles Form 400 shall be furnished with each unit and be completed as follows:

State of South Carolina
1430 Senate Street, Third Floor
Columbia, SC 29201-3746

Department of Transportation and Department of Education-

Certificate of Origin and Form 400 for the Department of Transportation and Department of Education shall be completed as follows:

SC Dept of Transportation
P O Box 191
Columbia, SC 29202

SC Dept of Education
1429 Senate Street
Columbia, SC 29201

Other Political Entities-

Certificate of Origin and Form 400 for vehicles purchased by counties, cities and political subdivisions shall be assigned to that entity using its address, and mailed with the invoice.

Any questions concerning the Certificate of Origin and Form 400 should be directed to State Fleet Management, Compliance and Analysis Section, at 737-1508 or 737-2041.

- D. Warranty:
Each unit shall carry the manufacturer's standard warranty, which shall begin when the purchaser places the unit into service. The contractor shall perform the administrative details of adjusting the warranty start date upon written notification from the purchaser. Warranties must be "bumper to bumper," covering all items, and at least one (1) year in length.
- E. Dealer Advertising:
No dealer advertising in any form is to be placed on or in the vehicle.
- F. Servicing:
After the vehicle is serviced, the dealer prep form will be completed, signed and delivered with the vehicle.
- G. Notifications:
Contractor must keep ordering entity informed, in writing, of any delivery problem encountered after acknowledgment of purchase order. **Contractor must also notify State Procurement and State Fleet Management of production cutoff dates as soon as they become available.**

5. ISSUANCE OF PURCHASE ORDERS:

Purchase orders for state agencies will be issued through the SFM Office unless otherwise directed. Cities counties and other political subdivisions will place their orders directly with the contractor(s).

6. TRAINING:

The successful bidder shall furnish training to be conducted by factory authorized trainers in a ratio of one day of training for up to 15 students for each twenty (20) vehicles purchased. This training shall be provided on subjects requested by State Fleet Management and at locations throughout the State. The state will consider other than live, on-site methods of training that the vehicle manufacturer may offer. All training offers are subject to approval by the State Fleet Manager.

7. SERVICE LITERATURE:

The successful bidder shall furnish factory service bulletins, campaign bulletins, warranty bulletins and other bulletins (regardless of name) for a minimum period of two years from the beginning of the contract. These bulletins will be furnished to any agency purchasing vehicles from this contract when requested. When these bulletins are provided by the manufacturer on a free factory web site that the agency can access then hard copies would not be required. In addition two (2) copies of the pertaining parts and service literature, to include Shop Service Manuals, shall be delivered to State Fleet Management by the successful bidder. This literature may be delivered at any time before the vehicles are delivered, but not later than 3 months after the start of the contract.

8. MOBILE MAINTENANCE SERVICES

Contractor must offer mobile maintenance service; it must pick up any vehicle in need of service from the customer's designated location within 72 hours of receipt of a request for service. Pick-ups will be made during normal business hours (8:30 am – 5:00 pm) unless alternate arrangements

Stacy Adams, Procurement Manager
Email: sadams@mmo.sc.gov
Telephone: (803) 737-4375

Materials Management Office
1201 Main Street Suite 600
Columbia, SC 29201

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are agreed upon by the contractor and customer. Offerors must quote a per mile rate for transportation of the vehicle in addition to standard shop pricing and are not permitted to increase this rate during the term of the contract unless approved in writing by the Materials Management Office by Change Order (see Section IV). If contractor offers a "loaner" vehicle for use by a customer while the purchased vehicle is being serviced, it must be of the identical or most closely comparable model that the contractor has in stock. Contractor must provide a list of service/maintenance facilities and their locations in South Carolina which are trained and qualified in servicing your company's LSVs. Facilities must have been in business more than 6 months prior to the date of issuance of this solicitation.

FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)

As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) **For each Payment Period, Contractor shall pay to MMO a Fee equal to 1.0% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement.** As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than \$10.00, no payment is required.

(b) **Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period.** The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable), and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation. [07-7B020-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

NOTE: Estimating quantities for statewide term contracts during consistent budget years is, at best, an educated guess based on history. Buying patterns are cyclical over a period of several years. In the case of difficult budget years, such as the past 4 fiscal years, the estimates are less reliable than normal. Offerors should approach pricing accordingly.

INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied.

Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

This is a firm fixed price term contract. It is the intent of the Materials Management Office to maintain the bid price for the full initial term (1 year) plus the one (1) option term (also 1 year). Offerors are encouraged to secure pricing from the manufacturers accordingly. The price adjustment clause is included so the Materials Management Office may consider a price increase in unusual market conditions.

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PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B180-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

[07-7B185-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (JAN 2006)

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is **1 year**, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of **1 year**, 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause **at least 090 days prior to** the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called

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"manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]